

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND**

DANIELA A. SANCHEZ,

Plaintiff,

V.

**MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
NATIONS LENDING CORPORATION,
ALL THE WORLD**

Defendants.

Civil Action No. 1:22-cv-156

NOTICE OF REMOVAL

TO: THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT FOR
THE DISTRICT OF RHODE ISLAND

Pursuant to 28 U.S.C. §§ 1332, 1441, 1446, and Local Rule 81, defendants Mortgage Electronic Registration Systems, Inc. (“MERS”) and Nations Lending Corporation (“Nations Lending”) hereby give notice of the removal of the above-entitled action to the United States District Court for the District of Rhode Island, and in support of the Notice of Removal state as follows:

1. On or about February 23, 2022, Plaintiff commenced an action against defendants MERS and Nations Lending in the Superior Court of Providence County, Rhode Island, entitled *Daniela A. Sanchez v. The Real Property Located at 15 McCabe St., Cranston, RI 02920, Mortgage Electronic Registration Systems, Inc., Nations Lending Corporation, All the World* (the “State Action”). A copy of the Summons and Complaint in the State Action is attached to this Notice of Removal.

2. Copies of all other process, pleadings, and orders served on Defendants MERS and Nations Lending in the State Action are attached collectively to this Notice of Removal.

3. The United States District Court for the District of Rhode Island has diversity jurisdiction over this action under 28 U.S.C. § 1332(a)(1) because:

(a) the Court has federal-question jurisdiction under 28 U.S.C. § 1331 because Plaintiff appears to allege in various attachments to the Complaint that the defendants violated the Fair Debt Collection Practices Act. (Complaint, ¶ 6, Exhibit C.)

(b) the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs. Plaintiff seeks to cancel the Mortgage attached to the Complaint as Exhibit D. The Mortgage refers to a Promissory Note signed by Plaintiff, Daniela A. Sanchez, on June 11, 2021, under which Plaintiff owes \$298,127 to the Lender, Nations Lending Corporation, for which MERS serves as the Nominee for Lender Nations Lending and is the Mortgagee under the Mortgage. (Complaint, ¶ 8.) As the First Circuit has noted, “[a]s for the \$75,000 amount-in-controversy requirement, [n]umerous [district] courts have held that, where a complaint seeks to invalidate a loan secured by a deed of trust, the amount in controversy is the loan amount[.]” *McKenna v. Wells Fargo Bank, N.A.*, 693 F.3d 207, 212 (1st Cir. 2012) (first and fourth alterations added, quotation omitted).¹

(c) the matter is between citizens of different States because:²

(1) Plaintiff is a citizen of Rhode Island;

¹ The First Circuit noted that some courts have calculated the amount in controversy instead based on the unpaid principal balance at the date of removal. *McKenna*, 693 F.3d at 212. Under either test, with a promissory note less than one year old, and Plaintiff does not allege that she paid the principal balance owed but rather seeks to invalidate the Mortgage.

² Plaintiff refers to the property address in the caption of her Complaint, but the Superior Court of Providence County, Rhode Island, has not included the property as a named defendant, and Plaintiff does not make specific allegations against the property in the Complaint. A copy of the Superior Court of Providence County, Rhode Island docket is attached as Exhibit B.

- (2) Defendant Nations Lending is an Ohio corporation with its principal place of business in Ohio;
- (3) Defendant MERS is Delaware corporation with its principal place of business in Virginia; and
- (4) “All the World” is a nominal defendant, which should be disregarded for purposes of diversity jurisdiction. *See Commerce Park Realty, LLC v. HR2-A Corp.*, CA 11-156L, 2011 WL 13244744, at *5 (D. R.I. Sept. 12, 2011) (“Plaintiffs have asserted no claims against the [nominal defendants], and, consequently there is no way that Plaintiffs can establish a cause of action against any of them.”)

4. This Notice of Removal is filed within 30 days after service of the Summons and Complaint on Nations Lending and MERS.

5. The United States District Court for the District of Rhode Island is the District Court for the district embracing the entire state of Rhode Island, where the State Action is currently pending. *See* 28 U.S.C. § 120. Venue is therefore proper in this district under 28 U.S.C. § 1441(a).

6. Nations Lending and MERS expressly reserve their right to raise all defenses and objections to Plaintiff’s claims after the action is removed to the above Court.

Respectfully submitted,

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC. and
NATIONS LENDING CORPORATION

By: Their Attorney

/s/ Samuel C. Bodurtha

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Dated: April 11, 2022

CERTIFICATE OF SERVICE

I, Samuel C. Bodurtha, hereby certify that on this 11th day of April 2022, I electronically filed and mailed a copy of this notice to following party:

Daniela A. Sanchez
15 McCabe Street
Cranston, RI 02920

The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ Samuel C. Bodurtha

Samuel C. Bodurtha